

Michelle Anne Bholat M.D.
Michelle Anne Bholat, M.D., Chair
Panel B

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Attorneys for Complainant

**BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the First Amended Accusation
Against:

**HOSSAIN SAHLOLBEI, M.D.
326 W. Hobsonway
Blythe, CA 92225-1640**

**Physician's and Surgeon's Certificate
No. G84450,**

Respondent.

Case No. 09-2012-228346

OAH No. 2016010704

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
entitled proceedings that the following matters are true:

PARTIES

1. Kimberly Kirchmeyer (Complainant) is the Executive Director of the Medical Board
of California (Board). She brought this action solely in her official capacity and is represented in
this matter by Xavier Becerra, Attorney General of the State of California, by Christine A. Rhee,
Deputy Attorney General.

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2. Respondent Hossain Sahlolbei, M.D. (Respondent), is represented in this proceeding by attorney Peter R. Osinoff, Esq., whose address is: 355 South Grand Avenue, Suite 1750 Los Angeles, CA 90071-1562.

3. On or about April 10, 1998, the Board issued Physician's and Surgeon's Certificate No. G84450 to Hossain Sahlolbei, M.D. (Respondent). Physician's and Surgeon's Certificate No. G84450 was in full force and effect at all times relevant to the charges brought in First Amended Accusation No. 09-2012-228346, and will expire on March 31, 2018, unless renewed.

JURISDICTION

4. First Amended Accusation No. 09-2012-228346 was filed before the Medical Board, and is currently pending against Respondent. The First Amended Accusation No. 09-2012-228346 and all other statutorily required documents were properly served on Respondent on July 27, 2017. Respondent timely filed his Notice of Defense.

5. A copy of First Amended Accusation No. 09-2012-228346 is attached as Exhibit A and incorporated by reference as if fully set forth herein.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in First Amended Accusation No. 09-2012-228346. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the First Amended Accusation; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Having the benefit of counsel, Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

1 **CULPABILITY**

2 9. Respondent does not contest that, at an administrative hearing, Complainant could
3 establish a prima facie case for the allegations in First Amended Accusation No. 09-2012-228346,
4 and agrees that he has thereby subjected his Physician's and Surgeon's Certificate No. G84450 to
5 disciplinary action. Respondent further waives his right under Business and Professions Code
6 section 490 to await the result of his criminal appeal before being disciplined. Respondent agrees
7 to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

8 **RESERVATION**

9 10. The admissions made by Respondent herein are only for the purposes of this
10 proceeding, or any other proceedings in which the Board or other professional licensing agency is
11 involved, and shall not be admissible in any other criminal or civil proceeding.

12 **CONTINGENCY**

13 11. This Stipulated Settlement and Disciplinary Order shall be subject to approval of the
14 Board. The parties agree that this Stipulated Settlement and Disciplinary Order shall be
15 submitted to the Board for its consideration in the above-entitled matter and, further, that the
16 Board shall have a reasonable period of time in which to consider and act on this Stipulated
17 Settlement and Disciplinary Order after receiving it. By signing this stipulation, Respondent fully
18 understands and agrees that he may not withdraw his agreement or seek to rescind this stipulation
19 prior to the time the Board considers and acts upon it.

20 12. The parties agree that this Stipulated Settlement and Disciplinary Order shall be null
21 and void and not binding upon the parties unless approved and adopted by the Board, except for
22 this paragraph, which shall remain in full force and effect. Respondent fully understands and
23 agrees that in deciding whether or not to approve and adopt this Stipulated Settlement and
24 Disciplinary Order, the Board may receive oral and written communications from its staff and/or
25 the Attorney General's Office. Communications pursuant to this paragraph shall not disqualify
26 the Board, any member thereof, and/or any other person from future participation in this or any
27 other matter affecting or involving Respondent. In the event that the Board does not, in its
28 discretion, approve and adopt this Stipulated Settlement and Disciplinary Order, with the

1 exception of this paragraph, it shall not become effective, shall be of no evidentiary value
2 whatsoever, and shall not be relied upon or introduced in any disciplinary action by either party
3 hereto. Respondent further agrees that should this Stipulated Settlement and Disciplinary Order
4 be rejected for any reason by the Board, Respondent will assert no claim that the Board, or any
5 member thereof, was prejudiced by its/his/her review, discussion and/or consideration of this
6 Stipulated Settlement and Disciplinary Order or of any matter or matters related hereto.

7 **ADDITIONAL PROVISIONS**

8 13. This Stipulated Settlement and Disciplinary Order is intended by the parties herein to
9 be an integrated writing representing the complete, final and exclusive embodiment of the
10 agreements of the parties in the above-entitled matter.

11 14. The parties understand and agree that Portable Document Format (PDF) and facsimile
12 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile
13 signatures thereto, shall have the same force and effect as the originals.

14 15. In consideration of the foregoing admissions and stipulations, the parties agree that
15 the Board may, without further notice or formal proceeding, issue and enter the following
16 Disciplinary Order:

17 **DISCIPLINARY ORDER**

18 IT IS HEREBY ORDERED that Physician's and Surgeon's Certificate No. G84450 issued
19 to Respondent Hossain Sahlolbei, M.D., is revoked. However, the revocation is stayed and
20 Respondent is placed on probation for four (4) years on the following terms and conditions from
21 the effective date of the Decision:

22 1. **COMMUNITY SERVICE**. Within 60 calendar days of the effective date of this
23 Decision, Respondent shall submit to the Board or its designee for prior approval a community
24 service plan in which Respondent shall, within the first three (3) years of probation, provide 300
25 hours of free services (e.g., medical or nonmedical) to a community or non-profit organization.
26 Respondent's community service hours required by Respondent's criminal probation order can be
27 used to satisfy this requirement.

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1 Prior to engaging in any community service, Respondent shall provide a true copy of the
2 Decision to the chief of staff, director, office manager, program manager, officer, or the chief
3 executive officer at every community or non-profit organization where Respondent provides
4 community service and shall submit proof of compliance to the Board or its designee within 15
5 calendar days. This condition shall also apply to any changes in community service.

6 2. EDUCATION COURSE. Within 60 calendar days of the effective date of this
7 Decision, and on an annual basis thereafter, Respondent shall submit to the Board or its designee
8 for its prior approval educational program(s) or course(s) which shall not be less than 20 hours
9 per year, for each year of probation. The educational program(s) or course(s) shall be aimed at
10 correcting any areas of deficient practice or knowledge and shall be Category I certified. The
11 educational program(s) or course(s) shall be at Respondent's expense and shall be in addition to
12 the Continuing Medical Education (CME) requirements for renewal of licensure. Following the
13 completion of each course, the Board or its designee may administer an examination to test
14 Respondent's knowledge of the course. Respondent shall provide proof of attendance for 20
15 hours of CME which were in satisfaction of this condition.

16 3. PROFESSIONALISM PROGRAM (ETHICS COURSE). Within 60 calendar days of
17 the effective date of this Decision, Respondent shall enroll in a professionalism program, that
18 meets the requirements of Title 16, California Code of Regulations (CCR) section 1358.1.
19 Respondent shall participate in and successfully complete that program. Respondent shall
20 provide any information and documents that the program may deem pertinent. Respondent shall
21 successfully complete the classroom component of the program not later than six (6) months after
22 Respondent's initial enrollment, and the longitudinal component of the program not later than the
23 time specified by the program, but no later than one (1) year after attending the classroom
24 component. The professionalism program shall be at Respondent's expense and shall be in
25 addition to the Continuing Medical Education (CME) requirements for renewal of licensure.

26 A professionalism program taken after the acts that gave rise to the charges in the First
27 Amended Accusation, but prior to the effective date of the Decision may, in the sole discretion of
28 the Board or its designee, be accepted towards the fulfillment of this condition if the program

1 would have been approved by the Board or its designee had the program been taken after the
2 effective date of this Decision.

3 Respondent shall submit a certification of successful completion to the Board or its
4 designee not later than 15 calendar days after successfully completing the program or not later
5 than 15 calendar days after the effective date of the Decision, whichever is later.

6 4. NOTIFICATION. Within seven (7) days of the effective date of this Decision,
7 Respondent shall provide a true copy of this Decision and First Amended Accusation to the Chief
8 of Staff or the Chief Executive Officer at every hospital where privileges or membership are
9 extended to Respondent, at any other facility where Respondent engages in the practice of
10 medicine, including all physician and locum tenens registries or other similar agencies, and to the
11 Chief Executive Officer at every insurance carrier which extends malpractice insurance coverage
12 to Respondent. Respondent shall submit proof of compliance to the Board or its designee within
13 15 calendar days.

14 This condition shall apply to any change(s) in hospitals, other facilities or insurance carrier.

15 5. SUPERVISION OF PHYSICIAN ASSISTANTS AND ADVANCED PRACTICE
16 NURSES. During probation, Respondent is prohibited from supervising physician assistants and
17 advanced practice nurses.

18 6. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, all rules
19 governing the practice of medicine in California and remain in full compliance with any court
20 ordered criminal probation, payments, and other orders.

21 7. QUARTERLY DECLARATIONS. Respondent shall submit quarterly declarations
22 under penalty of perjury on forms provided by the Board, stating whether there has been
23 compliance with all the conditions of probation, to the best of his understanding.

24 Respondent shall submit quarterly declarations not later than 10 calendar days after the end
25 of the preceding quarter.

26 8. GENERAL PROBATION REQUIREMENTS.

27 Compliance with Probation Unit

28 Respondent shall comply with the Board's probation unit.

1 Address Changes

2 Respondent shall, at all times, keep the Board informed of Respondent's business and
3 residence addresses, email address (if available), and telephone number. Changes of such
4 addresses shall be immediately communicated in writing to the Board or its designee. Under no
5 circumstances shall a post office box serve as an address of record, except as allowed by Business
6 and Professions Code section 2021(b).

7 Place of Practice

8 Respondent shall not engage in the practice of medicine in Respondent's or patient's place
9 of residence, unless the patient resides in a skilled nursing facility or other similar licensed
10 facility.

11 License Renewal

12 Respondent shall maintain a current and renewed California physician's and surgeon's
13 license.

14 Travel or Residence Outside California

15 Respondent shall immediately inform the Board or its designee, in writing, of travel to any
16 areas outside the jurisdiction of California which lasts, or is contemplated to last, more than 30
17 calendar days.

18 In the event Respondent should leave the State of California to reside or to practice,
19 Respondent shall notify the Board or its designee in writing 30 calendar days prior to the dates of
20 departure and return.

21 9. INTERVIEW WITH THE BOARD OR ITS DESIGNEE. Respondent shall be
22 available in person upon request for interviews either at Respondent's place of business or at the
23 probation unit office, with or without prior notice throughout the term of probation.

24 10. NON-PRACTICE WHILE ON PROBATION. Respondent shall notify the Board or
25 its designee in writing within 15 calendar days of any periods of non-practice lasting more than
26 30 calendar days and within 15 calendar days of Respondent's return to practice. Non-practice is
27 defined as any period of time Respondent is not practicing medicine as defined in Business and
28 Professions Code sections 2051 and 2052 for at least 40 hours in a calendar month in direct

1 patient care, clinical activity or teaching, or other activity as approved by the Board. If
2 Respondent resides in California and is considered to be in non-practice, Respondent shall
3 comply with all terms and conditions of probation. All time spent in an intensive training
4 program which has been approved by the Board or its designee shall not be considered non-
5 practice and does not relieve Respondent from complying with all the terms and conditions of
6 probation. Practicing medicine in another state of the United States or Federal jurisdiction while
7 on probation with the medical licensing authority of that state or jurisdiction shall not be
8 considered non-practice. A Board-ordered suspension of practice shall not be considered as a
9 period of non-practice.

10 In the event Respondent's period of non-practice while on probation exceeds 18 calendar
11 months, Respondent shall successfully complete the Federation of State Medical Board's Special
12 Purpose Examination, or, at the Board's discretion, a clinical competence assessment program
13 that meets the criteria of Condition 18 of the current version of the Board's "Manual of Model
14 Disciplinary Orders and Disciplinary Guidelines" prior to resuming the practice of medicine.

15 Respondent's period of non-practice while on probation shall not exceed two (2) years.

16 Periods of non-practice will not apply to the reduction of the probationary term.

17 Periods of non-practice for a Respondent residing outside of California will relieve
18 Respondent of the responsibility to comply with the probationary terms and conditions with the
19 exception of this condition and the following terms and conditions of probation: Obey All Laws;
20 General Probation Requirements; and Quarterly Declarations.

21 11. COMPLETION OF PROBATION. Respondent shall comply with all financial
22 obligations (e.g., restitution, probation costs) not later than 120 calendar days prior to the
23 completion of probation. Upon successful completion of probation, Respondent's certificate shall
24 be fully restored.

25 12. VIOLATION OF PROBATION. Failure to fully comply with any term or condition
26 of probation is a violation of probation. If Respondent violates probation in any respect, the
27 Board, after giving Respondent notice and the opportunity to be heard, may revoke probation and
28 carry out the disciplinary order that was stayed. If an Accusation, or Petition to Revoke Probation,

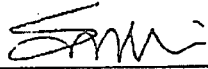
1 or an Interim Suspension Order is filed against Respondent during probation, the Board shall have
2 continuing jurisdiction until the matter is final, and the period of probation shall be extended until
3 the matter is final.

4 13. LICENSE SURRENDER. Following the effective date of this Decision, if
5 Respondent ceases practicing due to retirement or health reasons or is otherwise unable to satisfy
6 the terms and conditions of probation, Respondent may request to surrender his or her license.
7 The Board reserves the right to evaluate Respondent's request and to exercise its discretion in
8 determining whether or not to grant the request, or to take any other action deemed appropriate
9 and reasonable under the circumstances. Upon formal acceptance of the surrender, Respondent
10 shall within 15 calendar days deliver Respondent's wallet and wall certificate to the Board or its
11 designee and Respondent shall no longer practice medicine. Respondent will no longer be subject
12 to the terms and conditions of probation. If Respondent re-applies for a medical license, the
13 application shall be treated as a petition for reinstatement of a revoked certificate.

14 14. PROBATION MONITORING COSTS. Respondent shall pay the costs associated
15 with probation monitoring each and every year of probation, as designated by the Board, which
16 may be adjusted on an annual basis. Such costs shall be payable to the Medical Board of
17 California and delivered to the Board or its designee no later than January 31 of each calendar
18 year.

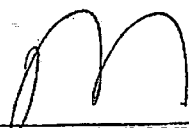
19 ACCEPTANCE

20 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
21 discussed it with my attorney, Peter R. Osinoff, Esq. I understand the stipulation and the effect it
22 will have on my Physician's and Surgeon's Certificate No. G84450. I enter into this Stipulated
23 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
24 bound by the Decision and Order of the Medical Board of California

25
26 DATED: 7/27/17 
27 HOSSAIN SAHLOLBEI, M.D.
28 Respondent

1 I have read and fully discussed with Respondent Hossain Sahlolbei, M.D., the terms and
2 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
3 I approve its form and content.

4
5 DATED: 7/27/17


PETER R. OSINOFF, ESQ.
Attorney for Respondent


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7
8 **ENDORSEMENT**

9 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
10 submitted for consideration by the Medical Board of California.

11 Dated: 7/28/17

Respectfully submitted,

12 XAVIER BECERRA
13 Attorney General of California
14 ALEXANDRA M. ALVAREZ
15 Supervising Deputy Attorney General


16 CHRISTINE A. RHEE
17 Deputy Attorney General
18 *Attorneys for Complainant*

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Exhibit A

1 XAVIER BECERRA
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14 *Attorneys for Complainant*

FILED
STATE OF CALIFORNIA
MEDICAL BOARD OF CALIFORNIA
SACRAMENTO July 27 20 17
BY Saura Pasion ANALYST

15 BEFORE THE
16 MEDICAL BOARD OF CALIFORNIA
17 DEPARTMENT OF CONSUMER AFFAIRS
18 STATE OF CALIFORNIA

19 In the Matter of the First Amended Accusation
20 Against:

21 HOSSAIN SAHLOLBEL, M.D.
22 326 West Hobsonway
23 Blythe, CA 92225

24 Physician's and Surgeon's Certificate
25 No. G84450,

26 Respondent.

Case No. 09-2012-228346

OAH No. 2016010704

FIRST AMENDED ACCUSATION

27 Complainant alleges:

28 PARTIES

1. Kimberly Kirchmeyer (Complainant) brings this First Amended Accusation solely in her official capacity as the Executive Director of the Medical Board of California, Department of Consumer Affairs (Board).

2. On or about April 10, 1998, the Medical Board of California issued Physician's and Surgeon's Certificate No. G84450 to Hossain Sahlolbel, M.D. (Respondent). The Physician's and Surgeon's Certificate No. G84450 was in full force and effect at all times relevant to the charges brought herein and will expire on March 31, 2018, unless renewed.

JURISDICTION

3. This First Amended Accusation is brought before the Board, under the authority of the following laws. All section references are to the Business and Professions Code (Code) unless otherwise indicated.

4. Section 2227 of the Code states, in pertinent part:

"(a) A licensee whose matter has been heard by an administrative law judge of the Medical Quality Hearing Panel as designated in Section 11371 of the Government Code, or whose default has been entered, and who is found guilty, or who has entered into a stipulation for disciplinary action with the board, may, in accordance with the provisions of this chapter:

"(1) Have his or her license revoked upon order of the board.

"(2) Have his or her right to practice suspended for a period not to exceed one year upon order of the board.

"(3) Be placed on probation and be required to pay the costs of probation monitoring upon order of the board.

"(4) Be publicly reprimanded by the board. The public reprimand may include a requirement that the licensee complete relevant educational courses approved by the board.

"(5) Have any other action taken in relation to discipline as part of an order of probation, as the board or an administrative law judge may deem proper.

"..."

5. Section 2234 of the Code, states, in pertinent part:

"The board shall take action against any licensee who is charged with unprofessional conduct. In addition to other provisions of this article, unprofessional conduct includes, but is not limited to, the following:

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///

1 “(a) Violating or attempting to violate, directly or indirectly, assisting in
2 or abetting the violation of, or conspiring to violate any provision of this
3 chapter.

4 “(b) Gross negligence.

5 “(c) Repeated negligent acts. To be repeated, there must be two or more
6 negligent acts or omissions. An initial negligent act or omission followed by a separate
7 and distinct departure from the applicable standard of care shall constitute repeated
8 negligent acts.

9 “(1) An initial negligent diagnosis followed by an act or omission medically
10 appropriate for that negligent diagnosis of the patient shall constitute a single negligent
11 act.

12 “(2) When the standard of care requires a change in the diagnosis, act, or
13 omission that constitutes the negligent act described in paragraph (1), including, but
14 not limited to, a reevaluation of the diagnosis or a change in treatment, and the
15 licensee's conduct departs from the applicable standard of care, each departure
16 constitutes a separate and distinct breach of the standard of care.

17 “...”

18 6. Unprofessional conduct under section 2234 of the Code is conduct which
19 breaches the rules or ethical code of the medical profession, or conduct which is unbecoming
20 a member in good standing of the medical profession, and which demonstrates an unfitness
21 to practice medicine. (*Shea v. Bd. of Medical Examiners* (1978) 81 Cal.App.3d 564, 575.)

22 7. Section 2236 of the Code states, in pertinent part:

23 “(a) The conviction of any offense substantially related to the qualifications,
24 functions, or duties of a physician and surgeon constitutes unprofessional conduct within the
25 meaning of this chapter. The record of conviction shall be conclusive evidence only of the
26 fact that the conviction occurred.

27 “...”

28 ///

1 “(d) A plea or verdict of guilty or a conviction after a plea of nolo contendere is
2 deemed to be a conviction within the meaning of this section and Section 2236.1. The
3 record of conviction shall be conclusive evidence of the fact that the conviction
4 occurred.”

5 8. Section 490 of the Code states, in pertinent part:

6 “(a) In addition to any other action that a board is permitted to take against a
7 licensee, a board may suspend or revoke a license on the ground that the licensee has
8 been convicted of a crime, if the crime is substantially related to the qualifications,
9 functions, or duties of the business or profession for which the license was issued.

10 “... ”

11 “(c) A conviction within the meaning of this section means a plea or verdict of
12 guilty or a conviction following a plea of nolo contendere. An action that a board is
13 permitted to take following the establishment of a conviction may be taken when the
14 time for appeal has elapsed, or the judgement of conviction has been affirmed on
15 appeal, or when an order granting probation is made suspending the imposition of
16 sentence, irrespective of a subsequent order under Section 1203.4 of the Penal Code.

17 “... ”

18 9. California Code of Regulations, title 16, section 1360 states:

19 “For the purposes of denial, suspension or revocation of a license, certificate or
20 permit pursuant to Division 1.5 (commencing with Section 475) of the code, a crime
21 or act shall be considered to be substantially related to the qualifications, functions or
22 duties of a person holding a license, certificate or permit under the Medical Practice
23 Act if to a substantial degree it evidences present or potential unfitness of a person
24 holding a license, certificate or permit to perform the functions authorized by the
25 license, certificate or permit in a manner consistent with the public health, safety or
26 welfare. Such crimes or acts shall include but not be limited to the following:
27 violating or attempting to violate, directly or indirectly, or assisting in or abetting the
28 violation of, or conspiring to violate any provision of the Medical Practice Act.”

FIRST CAUSE FOR DISCIPLINE
(Conviction of a Crime)

10. Respondent is subject to disciplinary action under section 2236, as defined by sections 490 and 2234, of the Code, in that he was convicted of a crime substantially related to the qualifications, functions or duties of a physician and surgeon. The circumstances are as follows:

a. In or around October 2006, Respondent approached witness B.B., an anesthesiologist, to work at Palo Verde Hospital in Blythe, California. Respondent represented to witness B.B. that he had the authority to negotiate subcontracts for Palo Verde Hospital's anesthesiology services.¹

b. On or about November 10, 2006, witness B.B. signed a contract to provide anesthesiology services to Palo Verde Hospital with Respondent's corporation, Palo Verde Medical Group, LLC.

c. From in or around November 2006 through August 2007, witness B.B. provided anesthesia services at Palo Verde Hospital.

d. On or about September 1, 2007, due to a lack of surgeries being performed at Palo Verde Hospital, witness B.B. and Respondent mutually dissolved the anesthesia services contract. Witness B.B. subsequently left Blythe.

e. In or around June 2009, Respondent contacted witness B.B. again about working at Palo Verde Hospital as an anesthesiologist. Respondent again represented to witness B.B. that he had the authority from Palo Verde Hospital to negotiate subcontracts for these services.

f. Effective on or about June 30, 2009, witness B.B. signed a "Professional Services Agreement" with Respondent's corporation, Pars Surgery, LLC, to provide anesthesia services for Palo Verde Hospital. Witness B.B. signed the contract in or around July 2009, while Respondent signed the contract on or about August 20, 2009. According to the agreement, Pars

¹ Conduct occurring more than seven (7) years from the filing date of this Accusation is for informational purposes only and is not alleged as a basis for disciplinary action.

1 Surgery was to pay witness B.B. \$36,000 a month if he was the sole anesthesia provider at Palo
2 Verde Hospital, or \$25,000 a month if there is a second anesthesia provider, for approximately
3 \$1,200 for each on-call day. Pars Surgery also paid witness B.B. a \$10,000 relocation fee. The
4 contract included a confidentiality clause which barred witness B.B. from disclosing the terms
5 and conditions of the services agreement to third parties.

6 g. On or about October 8, 2009, witness B.B. began his employment at Palo Verde
7 Hospital, providing anesthesia services.

8 h. On or about October 29, 2009, Respondent approached witness B.B. with a new
9 contract, explaining that the hospital wanted witness B.B. to sign a new contract with an added
10 clause. On the same day, on or about October 29, 2009, Respondent presented witness B.B. a
11 new contract, which he signed. The new contract maintained the compensation terms referenced
12 in subparagraph (f), but included the following clause:

13 "[Witness B.B.], will immediately deposit any income collection that he receives as a
14 result of providing services at PVH [Palo Verde Hospital], including but not limited to any
15 earnings, stipend, Directorship Compensation, On-call payment, income collection
16 guarantee, anesthesia service coverage fee or any other checks from PVH, into a bank
17 account as directed by PARS SURGERY INC. This depositing fund section will survive
18 the termination of the contract for any reason, and in return, Contractor's Compensation,
19 Section 5.2, will be paid of these funds."

20 i. At the time that Respondent was signing the October 29, 2009 contract between
21 witness B.B. and Pars Surgery, Respondent was representing to Palo Verde Hospital
22 administrators that he had the authority to negotiate on behalf of witness B.B. for a services
23 contract directly with the hospital. During these discussions, Respondent negotiated for and
24 obtained the following terms for a services contract between witness B.B. and Palo Verde
25 Hospital: a salary of \$48,000 a month, and a \$40,000 recruiting, retaining and relocation fee to be
26 paid to witness B.B. in three separate installments throughout 2010. The hospital's chief
27 executive officer, witness P.K., was unaware of the existing contracts between witness B.B. and
28 Pars Surgery.

1 j. In or around November or December 2009, witness P.K. presented witness B.B.
2 with a services contract entitled, "Anesthesia and On Call Services Agreement," which
3 memorialized the terms referenced in subparagraph (i). Witnesses B.B. and J.C., a member of the
4 Board of Directors for Palo Verde Hospital, signed this contract in or around December 2009.

5 k. Effective on or about October 8, 2009, witness B.B. entered into another
6 contract with Palo Verde Hospital entitled, "Director Agreement." In this contract, witness B.B.
7 agreed to perform additional 15 hours of administrative duties per month as the Medical Director
8 of Anesthesia Services for an additional \$3,000 a month in compensation.

9 l. From on or about November 5, 2009 through on or about October 9, 2012,
10 witness B.B. received \$1,717,000 directly from Palo Verde Hospital for his salary and relocation
11 fee. During this period of time, Palo Verde Hospital paid witness B.B. between approximately
12 \$24,000 and \$34,000 every two weeks. As dictated by his contract with Respondent, witness
13 B.B. deposited the checks he received from Palo Verde Hospital directly into Respondent's bank
14 account for Pars Surgery.

15 m. From on or about October 7, 2009 through on or about October 9, 2012, Pars
16 Surgery paid witness B.B. \$1,438,000, at an average rate of approximately \$16,800 every two
17 weeks in accordance with the original compensation terms in the contracts witness B.B. signed
18 with Pars Surgery.

19 n. In or around September 2012, witness B.B. told witness P.K. about the
20 contracts he signed with Pars Surgery, and provided him copies.

21 o. On or about August 4, 2014, the Riverside County District Attorney filed an
22 Information in Case No. INF1302523, charging Respondent with two counts of a violation of
23 Government Code section 1090, and two counts of a violation of Penal Code section 487, Grand
24 Theft over \$950.00.

25 p. On or about September 30, 2014, in Case No. INF1302523, the Riverside
26 County Superior Court dismissed the two counts of a violation of Government Code section 1090
27 in the Information, pursuant to Penal Code section 995. The Riverside County District Attorney

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1 filed a petition for a writ of mandate with the California Court of Appeal, Fourth Appellate
2 District.

3 q. On or about January 20, 2016, California Court of Appeal, Fourth Appellate
4 District, upheld the Riverside County Superior Court's ruling dismissing the Government Code
5 section 1090 charges.

6 r. On or about February 25, 2016, the Riverside County District Attorney filed a
7 petition to review with the Supreme Court of California.

8 s. On or about October 6, 2016, following a jury trial, Respondent was convicted
9 of one count of a violation of Penal Code section 487 in Case No. INF1302523. On or about
10 February 24, 2017, in Case No. INF1302523, Respondent was sentenced to formal probation for
11 36 months with various terms and conditions of probation.

12 t. On or about June 26, 2017, the Supreme Court of California reversed the
13 judgment of the Court of Appeal, Fourth Appellate District, and remanded for proceedings
14 consistent with their opinion with regards to the Government Code 1090 charge, which is
15 currently pending.

16 **SECOND CAUSE FOR DISCIPLINE**
17 **(Gross Negligence)**

18 11. Respondent is subjected to disciplinary action under sections 2227 and 2234, as
19 defined by section 2234, subdivision (b), of the Code, in that he committed gross negligence in
20 his care and treatment of patient D.J., as more particularly alleged hereinafter:

21 12. On or about April 1, 2009, Respondent began treating patient D.J., who was 41 years
22 of age and morbidly obese, for abdominal pain and symptomatic gallstones. Patient D.J. was
23 diagnosed with gastroesophageal reflux disease (GERD).²

24 13. On or about June 2, 2010, Respondent performed a laparoscopic cholecystectomy³ on
25 patient D.J.

26 ² Gastroesophageal reflux disease, or GERD, is a digestive disorder that affects the lower
27 esophageal sphincter (LES), the ring of muscle between the esophagus and stomach.

28 ³ Cholecystectomy is the surgical removal of the gallbladder. It is a common treatment of
symptomatic gallstones and other gallbladder conditions. Surgical options include the standard

1 14. On or about August 31, 2010, patient D.J. underwent an
2 esophagogastroduodenoscopy (EGD)⁴ with Dr. H.Z., which showed a medium-sized hiatal
3 hernia,⁵ gastritis, and a normal duodenum.

4 15. On or about January 6, 2011, Respondent met with patient D.J. to discuss the GERD
5 symptoms. Respondent recommended the transoral incisionless fundoplication (TIF)⁶ procedure
6 to patient D.J. Respondent did not order further tests, such as a 24-hour pH study and a barium
7 swallow upper GI services, to evaluate patient D.J.'s GERD or evaluate Dr. H.Z.'s finding of a
8 medium-sized hiatal hernia.

9 16. On or about January 20, 2011, Respondent again met with patient D.J. for continued
10 GERD symptoms. Respondent again recommended that patient D.J. undergo the TIF procedure.
11 Respondent did not order further tests, such as a 24-hour pH study and a barium upper GI series,
12 to evaluate patient D.J.'s GERD or evaluate Dr. H.Z.'s finding of a medium-sized hiatal hernia.

13 17. On or about February 8, 2011, patient D.J. underwent the TIF procedure with
14 Respondent. The procedure was uneventful. Respondent did not document any finding related to
15 the hiatal hernia. Following recovery in the PACU, patient D.J. was discharged the same day
16 from the hospital.

17 18. On or about the evening of February 8, 2011, patient D.J. began experiencing sharp
18 chest pain, nausea, and shortness of breath. Patient D.J. was taken to the emergency room at Palo
19 Verde Hospital. A CT scan of patient D.J.'s chest showed pneumomediastinum,⁷ left pleural
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22 procedure, called laparoscopic cholecystectomy, and a more invasive procedure, called open
cholecystectomy.

23 ⁴ Esophagogastroduodenoscopy is a diagnostic endoscopic procedure that visualizes the
upper part of the gastrointestinal tract up to the duodenum.

24 ⁵ Hiatal hernia is the protrusion of the upper part of the stomach into the thorax through a tear
or weakness in the diaphragm. Hiatal hernias often result in heartburn but may also cause chest pain
25 or pain with eating.

26 ⁶ Transoral Incisionless Fundoplication (TIF) is a surgical procedure performed through the
mouth and without incisions; it employs the EsophyX device to create an esophagogastric
fundoplication that is up to 270° and 3 centimeters in length.

27 ⁷ Pneumomediastinum is a condition in which air is present in the mediastinum and can result
28 from physical trauma or other situations that lead to air escaping from the lungs, airways or bowel
into the chest cavity.

1 effusion,⁸ and left lower lobe consolidation. Patient D.J. was admitted to the Intensive Care Unit
2 and started on antibiotics.

3 19. On or about February 9, 2011, Respondent evaluated patient D.J. and repeated a chest
4 CT scan which, when compared to the prior CT scan, showed interval increase in the left pleural
5 effusion and worsening of the pneumomediastinum. Respondent discussed his diagnoses with
6 patient D.J., specifically the possibility of either esophageal perforation or aspirational
7 pneumonia, the need for a chest tube, and either a thoracotomy with repair or transfer to Desert
8 Regional Hospital.

9 20. Also on or about February 9, 2011, Respondent ordered further work-up with an
10 upper GI Gastrografin swallow study. Following completion of this study, Respondent placed a
11 left chest tube and patient D.J. was intubated.

12 21. On or about February 10, 2011, patient D.J. was transferred to Desert Regional
13 Hospital. Patient D.J. underwent a thoracotomy, decortication, and drainage for a left chest and
14 mediastinal abscess for clinical deterioration. Subsequently, patient D.J. had respiratory failure
15 and underwent a tracheostomy.

16 22. Respondent committed gross negligence in his care and treatment of patient D.J.
17 which included, but was not limited to, the following:

- 18 a. Respondent failed to fully evaluate patient D.J.'s diagnosis of GERD; and
19 b. Respondent failed to fully evaluate the size of patient D.J.'s hiatal hernia prior
20 to the TIF procedure.

21
22 **THIRD CAUSE FOR DISCIPLINE**
(Repeated Negligent Acts)

23 23. Respondent is further subject to disciplinary action under sections 2227 and 2234, as
24 defined by section 2234, subdivision (c), of the Code, in that he committed repeated negligent
25 acts in his care and treatment of patient D.J., as more particularly alleged hereinafter:

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28 ⁸ Pleural effusion is excess fluid that accumulates in the pleural cavity, the fluid-filled space
that surrounds the lungs, and can impair breathing by limiting the expansion of the lungs.

1 24. Paragraphs 12 through 22, above, are hereby incorporated by reference and re-alleged
2 as if fully set forth herein.

3 25. Respondent committed repeated negligent acts in his care and treatment of patient
4 D.J., including, but not limited to, the following:

5 a. Respondent failed to fully evaluate patient D.J.'s diagnosis of GERD;

6 b. Respondent failed to fully evaluate the size of patient D.J.'s hiatal hernia prior
7 to the TIF procedure.

8 c. Respondent failed to timely recognize that patient D.J. has an esophageal
9 perforation and resultant mediastinitis.

10
11 **FOURTH CAUSE FOR DISCIPLINE**
 (General Unprofessional Conduct)

12 26. Respondent is further subject to disciplinary action under sections 2227 and 2234, of
13 the Code, in that he engaged in conduct which breaches the rules or ethical code of the medical
14 profession, or conduct which is unbecoming to a member in good standing of the medical
15 profession, and which demonstrates an unfitness to practice medicine, as more particularly
16 alleged in paragraphs 12 through 25, above, which are hereby incorporated by reference as if fully
17 set forth herein.

18 **PRAYER**

19 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
20 and that following the hearing, the Medical Board of California issue a decision:

21 1. Revoking or suspending Physician's and Surgeon's Certificate No. G84450, issued to
22 Respondent Hossain Sahlolbei, M.D.;

23 2. Revoking, suspending or denying approval of Respondent Hossain Sahlolbei, M.D.'s
24 authority to supervise physician assistants pursuant to section 3527 of the Code, and advance
25 nurse practitioners;


26 3. Ordering Respondent Hossain Sahlolbei, M.D., if placed on probation, to pay the
27 Board the costs of probation monitoring; and

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4. Taking such other and further action as deemed necessary and proper.

DATED: 7/27/17

 for

KIMBERLY KIRCHMEYER
Executive Director
Medical Board of California
State of California
Complainant

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